

Lots 11 to 17
of Dillon's 7th Addition to the City of
County, Nebraska.

These Covenants are to run with the land and shall be binding
on all parties and persons claiming under them from and after
January 1, 1968, at which time said Covenants shall be automatically
extended for successive periods of 10 years unless by the
majority of the then owners of the lots it is agreed to terminate
said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, assigns,
shall violate or attempt to violate any of the Covenants herein,
it shall be lawful for any other person or persons owning any
real property situated in said development or subdivision to
prosecute any proceedings at law or in equity against the person
or persons violating or attempting to violate any such Covenant
and either to prevent him or them from so doing or to recover
damages or other dues for such violation.

Invalidation of any one of these Covenants by judgment or court
order shall in no wise affect any of the other provisions which
shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential
lots.

No structures shall be erected, altered, placed, or permitted
to remain on any residential building plot other than one detached
single-family dwelling not to exceed two and one-half stories in
height and a private garage for not more than 2 cars and other
outbuildings incidental to residential use of the plot.

B. No building shall be located nearer to the front lot line or
nearer to the side street line than the building setback lines
shown on the recorded plat. In any event, no building shall be
located on any residential building plot nearer than 35 feet to
any front lot line, nor nearer than 5 feet to any side street line.
No building, except a detached garage or other outbuilding located
at least 10 feet from the front lot line, shall be located nearer
than 2 feet to any side lot line. No garage or attached
garage shall be erected on any lot farther than 40 feet
from the front lot line.

C. No residential structure shall be erected or placed on any
building plot, which plot has an area of less than 6000 square
feet or a width of less than 50 feet at the front building line.

D. No noxious or offensive trade or activity shall be carried on
upon any lot nor shall anything be done thereon which may be or
become an annoyance or nuisance to the neighborhood.

E. No trailer, basement, tent, shack, garage, barn, or other
outbuilding erected in the tract shall at any time be used as a
residence temporarily or permanently, nor shall any structure of a
temporary character be used as a residence.

F. The ground floor area of the said structure, exclusive of
one-story open porches and garages, shall be not less than 750
square feet. No structure shall be erected on any lot less than

BOOK 238 16 538

IN WITNESS WHEREOF, said CORPORATION has caused these presents to be signed by its President, assisted by its Secretary, and its Corporate Seal to be hereunto affixed, this 1st day of May A. D. 1948.



THE DILLON COMPANY
by Robert W. Dillon President
by Helen A. Dillon Secretary

STATE OF NEBRASKA,
County of Douglas ss. On this 1st day of May A. D., 1948,

before me, a Notary Public in and for said County, personally came the above named Robert W. Dillon, President, and Helen A.

Dillon, Secretary, of THE DILLON COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above restrictive covenants as President and Secretary of said corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.

Edifford L. Jensen Notary Public

My Commission expires August 4, 1953.

5. 5 MAY 1948 10:43 A.M. THOMAS I. O'CONNOR, REGISTER OF DEEDS

10.15